

Pierce County Board of Commissioners  
Public Hearing Minutes  
Tuesday, December 7, 2021 5:30PM

1. Call to Order – Chairman Bennett called the public hearing to order at 5:36 PM.
2. Public Comments on CDBG-CV Application for Pierce County Food Pantry. Chairman Bennett asked if there was anyone who wanted to speak on behalf of the Food Pantry. No one asked to speak. Chairman Bennett asked if there was anyone who wanted to speak against the Food Pantry application. No one asked to speak.
3. Chairman Bennett adjourned the public hearing at 5:38PM

Pierce County Board of Commissioners  
Regular Meeting Minutes  
Tuesday, December 7, 2021 6:00PM

1. Call to Order – Chairman Bennett called the meeting to order at 6:00 PM
2. Invocation and Pledge of Allegiance – Steven Paul, Chair of the Pierce County IDBA Board gave an invocation and Commissioner Randy Dixon led the pledge of allegiance.
3. Approval of the Agenda

Commissioner David Lowman made a motion to approve the agenda as presented. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

4. Approval of Minutes
  - a. Regular Meeting Minutes, November 2, 2021
  - b. Public Hearing and Called Meeting Minutes, November 11, 2021

Commissioner Randy Dixon made a motion to approve the minutes from the November 2, 2021 regular meeting and the November 11, 2021 public hearing and called meeting as presented. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

5. Public Comment

- a. Ala Mae Myles, Patterson to discuss petition for county to accept Ala Mae Lane as county road. Ms. Myles stated that she has submitted the petition for the county to take the road and wants to know what is the next step. Chairman Bennett stated that all of the people who own property touching the road must sign the petition and there are some names missing at this point. After that is submitted it will be presented to the Planning office for them to verify the ROW present and the necessary ROW and zoning of the property. And determine if there is enough need for the county to take it over. There may need to be some ROW given from the property owners to meet the need. Ms. Myles said she would work on the rest of the signatures.

6. County Manager Report and October 2021 Financials.

Financial Report & County Manager Report

December 7, 2021

- Financial Report as of 10/31/2021
  - a. Total revenues for the year through October are \$10.8 million or 10.49% over projected
    1. Primary increase is in the Motor Vehicle Title Ad Valorem Taxes Collected which is over projections by \$370 k due mostly to the governmental influx of money earlier this year which resulted in many cars being purchased
  - b. Expenses as a whole are in line at 80.52 % through October.
- County Manager's Report
  - a. Departmental updates:
    - i. Facilities
      1. The inline filtration system has been installed for the chiller at the Agriculture Center
      2. The filters are doing a great job of clearing the debris from the water lines which is the suspected problem causing the failure of the heat exchanger
      3. Projected installation of the new heat exchanger could be as early as next week.

- ii. Fire/EMA
  - 1. Hazard Mitigation Plan Public Comments will take place at 10:00 am on December 9th at the Emergency Operations Center for anyone interested
  - 2. Chief Nino has applied for the Assistance to Firefighters Grant to help obtain additional PPE
  - 3. The 2nd payroll for the volunteer firefighters has been submitted and is just under \$30,000 for the calls responded to
  - 4. There have been approximately 640 calls for fire services to date
- iii. Jail Addition
  - 1. Last inspection report and minutes from the November 30th meeting are in your packets
- iv. Parks & Recreation
  - 1. Congratulations to our 10U and 12U football teams for bringing home the State Championships in their respective divisions. All teams have done an outstanding job this season and we are proud of the efforts of the participants, parents, coaches, sponsors, and our Parks & Recreation staff for the efforts in making our Parks & Recreation a strong feeder program for our middle and high school athletic programs.
- v. Planning & Codes/Zoning
  - 1. Revenues for permits, inspections, and other fees are up from last year by approximately \$19k
  - 2. Planned projects for multi-family housing units already starting for 2022

7. Discussion and Request to approve recommendation from Bill Rozier, Chief Appraiser for GIS services.

Commissioner Harold Rozier made a motion to approve Southern Georgia Regional Commission for GIS services at \$5,050 per year. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

8. Discussion and request to approve recommendation from Bill Rozier, Chief Appraiser for Reappraisal services. Commissioner Rozier asked how this cost compares to the last time this was done. Mr. Rozier stated that we have never done all parcels at one time like this so he is unsure. Commissioner Rozier stated that it's likely that we are getting a better price by doing it this way.

Commissioner Randy Dixon made a motion to approve the reappraisals be done by GMASS on all parcels in the county starting in January 2022 and completing in early 2023 for the 2023 digest year for \$392,750.00. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

9. Discussion and request to approve recommendation from Stephen Taylor, Maintenance Director for roof at the Senior Center Building. Chairman Bennett shared that we need a new roof at 711 Hendry St and that we received two bids. Roofing Professionals, Inc for \$47,250.00 and Roof Services, LLC of Albany for \$29,900.00. This is for a shingle roof.

Commissioner Randy Dixon made a motion to approve the bid from Roof Services, LLC for \$29,900.00 for a new shingle roof at 711 Hendry Street. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

10. Discussion and request to approve Intergovernmental Agreement between Pierce County and the Pierce County Industrial Development and Building Authority to administer on behalf of Pierce County the Cares Act Funding as it relates to the CDBG-CV Grant for the food pantry.  
INTERGOVERNMENTAL AGREEMENT BETWEEN PIERCE COUNTY AND PIERCE COUNTY INDUSTRIAL DEVELOPMENT & BUILDING AUTHORITY

This Intergovernmental Agreement ("Agreement") is entered into and effective the 7th day of December, 2021, by and between Pierce County and Pierce County Industrial Development & Building Authority.

WHEREAS, on March 27, 2020, the Relief, and Economic Security Act ("CARES Act") was signed into law. The CARES Act provided funding to the Department of Housing and Urban Development ("HUD") to allocate to states through the Community Block Development Grant COVID-19 Pandemic Recovery Program ("CDBG-CV"); and

WHEREAS, HUD allocated funding totaling Eighty-Two Million, Eight Hundred Fifty Thousand, Six Hundred Seven and Zero Dollars (\$82,850,607.00) to the state of Georgia under the CDBG-CV; and

WHEREAS, HUD regulations require all CDBG-CV funding to be utilized to prevent, prepare for, or respond to the coronavirus pandemic; and

WHEREAS, CDBG-CV funding will be utilized for the benefit of persons earning low-and-moderate incomes; and

WHEREAS, the state of Georgia has allocated CDBG-CV funding to the Georgia Department of Community Affairs (“DCA”) to distribute in response to coronavirus pandemic related hardships, including, but not limited to food insecurity, rural access to healthcare, rental assistance, utilities assistance, broadband connectivity, and small business operational cost assistance; and

WHEREAS, DCA allocated One Million Dollars (\$1,000,000.00) Pierce County to respond to the coronavirus pandemic related hardship caused by food insecurity and lack of access to healthcare facilities in Pierce County; and

WHEREAS, Pierce County desires to enter into an agreement with the Pierce County Industrial Development & Building Authority to administer on behalf of Pierce County the CDBG-CV funding totaling One Million Dollars (\$1,000,000.00) and enter into agreement(s) with a local community food bank, food pantry, or rural health care facility; and

NOW, THEREFORE, in consideration of mutual promises and agreements set forth below, Pierce County and the Pierce County Industrial Development & Building Authority hereby agree as follows:

I. Duties of Pierce County

1. Pierce County agrees to serve as recipient and fiscal agent for CDBG-CV funding from DCA. As a recipient of these funds, Pierce County will:
  - a. Process payments, submitting quarterly performance reports, providing access to all applicable records for DCA/HUD inspection.
  - b. Meet with DCA and the Pierce County Industrial Development & Building Authority staff to ensure compliance/progress.
  - c. Provide all related documentation required for CDBG-CV grant awards.
  - d. Collaborate with DCA and the Pierce County Industrial Development & Building Authority to ensure compliance with all applicable federal and state requirements.
  - e. Ensure all bidding and contract documents contain necessary language to satisfy all applicable requirements.
  - f. Provide funding to the Pierce County Industrial Development & Building Authority as a subgrant recipient for the purpose of entering into an agreement with a local community food bank, food pantry, or rural health care facility.

II. Duties of the Pierce County Industrial Development & Building Authority

1. the Pierce County Industrial Development & Building Authority agrees to serve as a subgrant recipient of CDBG-CV funding received by Pierce County from DCA. As a subgrant recipient of these funds, the Pierce County Industrial Development & Building Authority will:
  - a. Enter into agreements with a local community food bank, food pantry, or rural health care facility to provide CDBG-CV funding for rehabilitation or construction activities.
  - b. Collaborate with Pierce County to ensure compliance with all applicable federal and state requirements.
  - c. Provide access to all applicable records for DCA/HUD inspection.
  - d. Provide timely information to Pierce County pertaining to quarterly performance reports.

e. Verify appropriate expenditures and submit invoices from local community food bank, food pantry, or rural health care facility to Pierce County for approval of payment processing.

f. Assist, as requested, the Pierce County recapture award funding in circumstances where a local community food bank, food pantry, or rural health care facility has received funds derived from insurance, Federal Emergency Management Agency or the Small Business Association or any other source, and whether such amounts are a duplication of benefits.

III. General Terms & Conditions

1. Pierce County and the Pierce County Industrial Development & Building Authority agree to perform their respective services in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules, regulations, and orders of federal, state, and local governments, including order of any court of competent jurisdiction.

2. Pierce County and the Pierce County Industrial Development & Building Authority agree to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the services to be performed under this Agreement.

3. Pierce County and the Pierce County Industrial Development & Building Authority their employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought against Pierce County and the Pierce County Industrial Development & Building Authority relating to the work to be performed under this Agreement, and each part shall give the other prompt notice of any claim, demand, suit or proceeding.

4. This Agreement shall be effective as of December 7, 2021 and shall continue in full force and effect until December 31, 2024, unless such period is extended by mutual agreement of the parties in writing, Pierce County and the Pierce County Industrial Development & Building Authority shall have the right to terminate this Agreement at any time for their convenience, with thirty (30) calendar days prior written notice to the other party.

5. The parties recognize and agree it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertaking described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by all parties hereto.

6. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Pierce County:

Neal Bennett, Chairman  
312 Nichols Street  
P.O. Box 679

Blackshear, GA 31516

If to Pierce County Industrial Development  
& Building Authority:

Steven Paul, Chairman  
200 SW Central Avenue  
Blackshear, GA 31516

7. This Agreement is executed in the State of Georgia and all matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Georgia.

8. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed the Agreement.

9. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement.

PIERCE COUNTY

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
December 7, 2021

PIERCE COUNTY INDUSTRIAL DEVELOPMENT  
& BUILDING AUTHORITY

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
December 7, 2021

Commissioner Randy Dixon made a motion to approve the  
intergovernmental agreement with the Pierce County IDBA as presented.  
Commissioner David Lowman seconded the motion and all voted aye.  
Motion was approved.

11. Discussion and request to approve Potential Conflict of Interest form  
pertaining to CDBG-CV Grant application for food pantry. The

Commission reviewed the conflict-of-interest document and a roll call was made to clarify there is no conflict of interest.

- a. David Lowman                      no
- b. Randy Dixon                      no
- c. Mike Streat                      no
- d. Harold Rozier                      no
- e. Neal Bennett                      no

12. Discussion and request to approve Resolution 2021.12.07.03 for  
Submission of the CDBG-CV Grant application for food pantry.

RESOLUTION 2021.12.07.03

PIERCE COUNTY BOARD OF COMMISSIONERS TO SUBMIT AN APPLICATION TO OBTAIN  
COMMUNITY DEVELOPMENT BLOCK GRANT-CV (CDBG-CV) FUNDS FOR THE PIERCE COUNTY  
FOOD PANTRY

WHEREAS, Pierce County has identified a lack of sufficient funds to address the need for a  
new, expanded Food Pantry facility in order to prevent, prepare for, and respond to COVID-  
19 and the increased demands for food pantry services as a result of the pandemic; and  
WHEREAS, Community Development Block Grant-CV (CDBG-CV) funds are sufficient to  
address this need; and

WHEREAS, Pierce County has requested the staff of the Southern Georgia Regional  
Commission to assist in the preparation and administration of the Community Development  
Block Grant-CV (CDBG-CV) application; and

WHEREAS, Pierce County has selected J Glenn Gregory Architects to provide pre- and post-  
award services as the project architect for the Community Development Block Grant-CV  
(CDBG-CV) application; and

WHEREAS, Pierce County has agreed to provide sufficient matching funds and in-kind services  
to complete this project;

WHEREAS, the Pierce County Food Pantry has agreed to provide in-kind services to complete  
this project;

THEREFORE, be it resolved that Pierce County will submit a Community Development Block  
Grant-CV (CDBG-CV) application to address the identified needs.

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY:

\_\_\_\_\_  
K. Neal Bennett, Chairman

ATTEST:

\_\_\_\_\_  
Amy Hitt, County Clerk

(SEAL)



Commissioner Randy Dixon made a motion to approve Resolution 2021.12.07.03 as presented. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

13. Discussion and request to approve Resolution 2021.12.07.01

Memorandum of Understanding authorization and agreement with Tate Law Firm in relation to the Opiate Lawsuit settlements.

PIERCE COUNTY, GEORGIA

Resolution No. R-2021-12.07.01

AN EMERGENCY RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE DISTRIBUTOR AND JANSSEN SETTLEMENTS PURSUANT TO THE GEORGIA MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENTS

AN EMERGENCY RESOLUTION AUTHORIZING the [Prosecuting Attorney/Law Director/Solicitor/Appropriate Official] to execute the Participation Agreement for Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Settling Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. ("Janssen") pursuant to the Georgia Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Settlement Agreements available at <https://nationalopioidsettlement.com/>.

WHEREAS, Pierce County, Georgia (herein "Municipality") is a [county/municipal entity/township] formed and organized pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, the people of the State of Georgia and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Georgia, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Georgia, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Georgia; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Pierce County has adopted, and hereby reaffirms its adoption of, a Georgia Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Board of Commissioners understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Georgia and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Georgia, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Georgia and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Georgia and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the "Settling Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. ("Janssen") to resolve governmental entity claims in the State of Georgia using the structure of the MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Settlement Agreements; and

WHEREAS, the Board of Commissioners wishes to agree to the material terms of the proposed National Opioid Settlement Agreements with the Settling Distributors and Janssen (the "Proposed Settlements"):

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF PIERCE COUNTY, GEORGIA.

Section 1. That Neal Bennett, Chairman, hereby accepts or is authorized to accept the Proposed Settlements on behalf of Pierce County, Georgia, pursuant to the terms of the Georgia MOU.

Section 2. That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of Pierce County, Georgia. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Georgia.

Yea Nay

☒ \_\_\_\_\_  
☒ \_\_\_\_\_  
☒ \_\_\_\_\_  
☒ \_\_\_\_\_  
☒ \_\_\_\_\_

Harold Rozier, District 1 Commissioner  
Mike Streat, District 2 Commissioner  
Randy Dixon, District 3 Commissioner  
David Lowman, District 4 Commissioner  
Neal Bennett, Chairman

Passed December 7, 2021

Attest:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk

Commissioner Mike Streat made a motion to approve resolution 2021.12.07.01 as presented. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

14. Discussion and request to approve Resolution 2021.12.07.02 Georgia's Annexation Dispute Resolution Law as requested by ACCG.

RESOLUTION 2021.12.07.02

Supporting Reform to Georgia's Annexation Dispute Resolution Law

WHEREAS, annexation of unincorporated areas by municipalities may be appropriate to provide public services not otherwise available from the county, but may be abused when its primary objectives are to expand a city's tax base or circumvent a county's land use plan or zoning ordinance;

WHEREAS, the pressure from growth and development is expected to increase in the future and annexation for land use changes may adversely impact neighboring residents, disrupt a county's land use plan, cause significant service delivery challenges, and/or strain existing county infrastructure;

WHEREAS, city governments are neither elected by nor accountable to unincorporated residents and may not duly consider their concerns in making land use decisions impacting them;

WHEREAS, in 2007 the Georgia General Assembly established an annexation dispute resolution procedure to try to help balance these interests while respecting everyone's property rights;

WHEREAS, this dispute resolution procedure has not been changed since its enactment and is long overdue for revisions to further avoid the negative impact on Georgia citizens;

WHEREAS, in 2021, the Georgia House of Representatives adopted House Resolution 222, establishing a Study Committee on Annexation to review the dispute resolution procedure; and

WHEREAS, the House Study Committee held hearings around the state, solicited recommendations from impacted annexation stakeholders, and has issued its final report and recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Pierce County Board of Commissioners that this body urges the Georgia General Assembly to follow the recommendations of the 2021 House Study Committee on Annexation and adopt meaningful reforms to Georgia's annexation dispute resolution law during the 2022 legislative session. These changes should:

- revise the procedures of the annexation dispute resolution process;
- empower the Department of Community Affairs to administer this process more effectively; and

- better balance the oftentimes conflicting interests among counties, cities, incorporated and unincorporated citizens, and developers seeking different land uses through annexation. As only State law can help reach this balance, State law must be changed to respect all parties and persons impacted by Georgia's continued population growth.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing Pierce County and made available to ACCG, the public and press.

ADOPTED, THIS 7th DAY OF DECEMBER, 2021

PIERCE COUNTY BOARD OF COMMISSIONERS

Commissioner David Lowman made a motion to approve resolution 2021.12.07.02 as presented. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

15. Discussion and request to approve purchase of 20 tablets not to exceed \$20,000.00 using ARPA funds. (These will be for various departments that have made the requests for this equipment) County Manager Rubenbauer stated that several departments have requested devices. Commissioner Rozier asked how will the inventory be kept up? Mr. Rubenbauer stated that our asset management system will keep up with them by serial number and who they are assigned to.

Commissioner David Lowman made a motion to approve the purchase of 20 tablets not to exceed an expense of \$20,000.00 using ARPA funds. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

16. Discussion and request to purchase replacement back-up generator at the 911 office due to a recent system failure not to exceed \$13,000.00 and to be paid with ARPA funds.

Commissioner David Lowman made a motion to approve the purchase of a new generator for the 911 Center in an amount not to exceed \$13,000.00 to be paid from ARPA funds. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

17. Discussion and Request to approve the purchase of culvert pipe to have inventory on site in the amount of \$52,279.73 from the road department general fund budget.

Commissioner Randy Dixon made a motion to approve the purchase of culvert pipe from Cherokee Culvert at \$52,279.73. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

18. Discussion and request to approve the new culvert price list for citizen purchase of pipe.

Pierce County  
Board of Commissioners  
CULVERT REQUEST / ROAD WORK ORDER

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Remarks: \_\_\_\_\_

Directions: \_\_\_\_\_

Culvert Size (Check one)	Price Metal Pipes	Other comments or complaints:
18" x 20'	\$844.00	_____
18" x 30'	\$1,055.00	_____
24" x 20'	\$964.00	_____
24" x 30'	\$1,281.00	_____
30" x 20'	\$1,067.00	_____
30" x 30'	\$1,435.00	_____
36" x 20'	\$1,350.00	_____
36" x 30'	\$1,814.00	_____

"SLOW-CHILDREN AT PLAY" Sign-18"x 24" plus cost of post - \$\_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
For Office Use Only

Issued By: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Type (circle one): Cash or Check # \_\_\_\_\_ Amt Paid: \$ \_\_\_\_\_ Code:  
1000000.343902

Commissioner Randy Dixon made a motion to approve the fees for culvert pipe as presented. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

19. Discussion and approval of the Commission meeting schedule for 2022.

January 4, 2022	July 5, 2022
February 1, 2022	August 2, 2022
March 1, 2022	September 6, 2022
April 5, 2022	October 4, 2022
May 3, 2022	November 1, 2022
June 7, 2022	December 6, 2022

Commissioner David Lowman made a motion to approve the Commission meeting schedule for 2022 as presented. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

20. Discussion and approval of the 2022 Holiday Schedule for employees.

Friday, December 31, 2021	Monday, September 5, 2022
Monday, January 17, 2022	Thursday, November 24, 2022
Friday, April 15, 2022	Friday, November 25, 2022
Monday, May 30, 2022	Friday, December 23, 2022
Monday, July 4, 2022	Monday, December 26, 2022

Commissioner David Lowman made a motion to approve the 2022 Holiday schedule for employees as presented. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

21. Discussion and request to approve 2022 Georgia Indigent Defense Services Agreement and 2022 budget with a slight increase to the budget of \$3,009.87 for the year.



## GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this 11<sup>th</sup> day of Nov. 2021, among the Georgia Public Defender Council (herein referred to as "GPDC"), the Circuit Public Defender Office of the Waycross Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authority of Pierce County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County"). This agreement is effective January 1, 2022.

### WITNESSETH:

**WHEREAS**, GPDC, the Public Defender Office, and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense act of 2003, as amended; and

**WHEREAS**, GPDC is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, GPDC is the fiscal officer for the Public Defender Office; and

**WHEREAS**, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations of private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment of additional personnel and services by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Optional provisions; and
- (5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

## **ARTICLE 1**

### **STATUTORY PERSONNEL**

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Waycross Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Pierce County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Pierce County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Pierce County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

## **ARTICLE 2**

### **ADDITIONAL PERSONNEL AND SERVICES**

**Section 2.01 Additional personnel and services.** The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee shall be refunded to the County by GPDC; unused portion means those fees paid in association with any position not filled in full but for which the County has provided funding. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.



### **ARTICLE 3**

#### **PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.**

**Section 3.01 Office expenses.** The County agrees to pay its pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office plus a 5% administration fee to GPDC. The 5% administration fee is determined by the total amount of the County's pro rata share of the operating expenses and is separate from the 5% administrative services fee described Section 2.01 of this agreement. Upon expiration or termination of the agreement, any unused portion of the administrative fee shall be refunded to the County by GPDC; unused portion means those fees paid in association with operating costs not incurred but for which the County has provided funds. Attachment B is incorporated into this agreement by reference. The County agrees to pay in quarterly installments to GPDC. The initial installment shall be due on or before December 15, 2021, or as soon as possible after the execution of this agreement, whichever comes first. Thereafter the County agrees to forward each subsequent quarterly payment to GPDC at the start of each quarter, specifically, the 25<sup>th</sup> day of the preceding month before a fiscal quarter is to begin. Thus, the County will forward the funds by March 25, June 25, and September 25, 2022.

**Section 3.02 Administration of office expenses.** GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds and made payable to the vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in a properly addressed envelope with sufficient postage by deposit into the United States mail.

**Section 3.03 Procedure for payment.** The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

**Section 3.04 Responsibility.** The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient funds from the County exist. The County bears the legal responsibility for any claim that arises from GPDC's inability to remit payment due to insufficient funds for said office expenses.

**Section 3.05 Limitation of liability.** Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make

payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

**Section 3.06 Taxes.** The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

#### **ARTICLE 4**

#### **OPTIONAL PROVISIONS (RESERVED)**

#### **ARTICLE 5**

#### **MISCELLANEOUS**

**Section 5.01 Term.** The term of this agreement is twelve (12) months beginning January 1, 2022, and ending December 31, 2022.

**Section 5.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 5.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

#### **Section 5.04 Cooperation, dispute resolution and jurisdiction.**

(a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

**Section 5.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Circuit Public Defender Office of Waycross  
Judicial Circuit:**

Joshua A. Larkey  
Circuit Public Defender  
605-D Church St.  
Waycross, GA 31501

**Governing Authority of Pierce County:**

Neal Bennett, Chairman  
Pierce County Commission  
P. O. Box 679  
Blackshear, GA 31516

**Georgia Public Defender Council:**

Omotayo B. Alli, Director  
270 Washington Street SW  
Suite 6079  
Atlanta, GA 30334

**Section 5.06 Agreement modification.** This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. No modifications may be made without prior notice to and approval from all the parties to this agreement.

**Section 5.07 Termination. (a) Due to non-availability of funds.** In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 5.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) **For cause.** This agreement may be terminated for cause, in whole or part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08.

**Section 5.08 Cooperation in transition of services.** (a) **At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) **During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) **Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 5.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties

revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

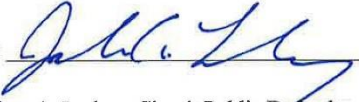
**Section 5.10 Rollover of Funds.** The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

**Section 5.11 Time.** Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

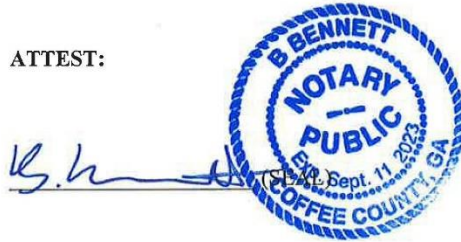
**CIRCUIT PUBLIC DEFENDER OFFICE  
WAYCROSS JUDICIAL CIRCUIT**

**PIERCE COUNTY**

By:   
Joshua A. Larkey, Circuit Public Defender

By: \_\_\_\_\_  
Neal Bennett, Chairman

ATTEST:



ATTEST:

\_\_\_\_\_ (SEAL)

**GEORGIA PUBLIC DEFENDER COUNCIL**

By: \_\_\_\_\_

Omotayo B. Alli, Director

ATTEST:

\_\_\_\_\_

(SEAL)

Waycross Judicial Circuit  
PIERCE COUNTY  
Personnel Expenses  
January 1, 2022 through December 31, 2022

The County agrees to pay the Public Defender Office \$85,852.79, inclusive of the 5% administrative fee: in quarterly installments of \$21,463.20 each: for the period January 1, 2022 through, and including December 31, 2022. The first such payment is due on or before December 15, 2021 and is payable to the Georgia Public Defender Council ("GPDC"). Each succeeding quarterly installment is due on or before March 25, 2022, June 25, 2022, and September 25, 2022. Any such scheduled payment that has not been timely made as of the date of the execution of this Agreement shall be deemed immediately due and payable. The Public Defender's Office agrees to use these funds for the following positions or individuals in the amounts indicated as follows.

	Annual Salary	Total salary and benefits	5% Admin
7 Assistant public defenders	\$306,955.53	\$499,737.10	\$24,986.86
5 Administrative staff	\$112,235.36	\$182,771.76	\$9,138.58

Total Pierce County (salaries plus benefits and administrative charges): \$85,852.79.

Payment for the salaries, benefits and administrative costs shall be made by the County in advance of the payment of the salaries by the Public Defender Office. These additional personnel will provide legal representation to indigent defendants in Superior Courts and delinquency proceedings in Juvenile Courts.

The parties hereto acknowledge and agree that the Circuit Public Defender may reallocate funds from one category of employee to another (e. g. any administrative staff funds remaining after that position has been filled may be used toward attorney salaries). Under no circumstance; however, shall the total sum of salaries, benefits, and administrative fees exceed the total reflected above or the County's portion thereof as reflected above.

The Circuit Public Defender, at his discretion, may authorize GPDC to return to the County any unused monies forwarded pursuant to this contract that have been deposited with GPDC for ninety (90) days or more.

ATTACHMENT "A"

Waycross Judicial Circuit  
PIERCE COUNTY  
Operating Expenses  
January 1, 2022 through December 31, 2022

The County agrees to pay to the Georgia Public Defender Council ("GPDC") the sum of twelve thousand four hundred forty-four dollars and thirty-two cents (\$12,444.32), said payment constituting the County's obligation of eleven thousand eight hundred fifty-one dollars and seventy-three cents (\$11,851.73) for services contemplated in the foregoing contract and 5% administrative fee charged thereon of five hundred ninety-two dollars and fifty-nine cents (\$592.59) as contemplated in the foregoing contract.

The payment shall be made in quarterly installments of three thousand one hundred eleven dollars and eight cents (\$3,111.08) each, two thousand nine hundred sixty-two dollars and ninety-three cents (\$2,962.93) of which constitutes payment for services provided under the contract and one hundred forty-eight dollars and fifteen cents (\$148.15) of which constitutes the 5% administrative fee payable to GPDC. The first installment will be paid to GPDC by December 15, 2021. Thereafter, each subsequent quarterly payment of \$3,111.08 will be paid as follows: on or before March 25, 2022, June 25, 2022, and September 25, 2022. Any scheduled payments that have not been timely made at the time of the execution of this Agreement shall be deemed immediately due and payable.

The parties hereto acknowledge and agree that the Circuit Public Defender may reallocate funds from one category of expenditures to another (e. g.: any funds designated for purchase of a desk that are not used or fully used may be applied toward the purchase of additional office furnishings.) Under no circumstance, however, shall the total sum of materials/supplies, one-time expenditures, and other expenses (as contemplated by the Circuit Public Defender's proposed budget of which all parties hereto have been made aware) exceed the total reflected sum of administrative expenses reflected above or the County's portion thereof as reflected above.

The Circuit Public Defender, at his discretion, may authorize GPDC to return to the County any unused monies forwarded pursuant to this contract that have been deposited with the GPDC for ninety (90) days or more.

ATTACHMENT "B"



**WAYCROSS CIRCUIT PUBLIC DEFENDER OFFICE**  
**JANUARY 1, 2022 - DECEMBER 31, 2022**

STATE FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.66% of salary	Health Insurance 30.454% of Salary	Unemployment \$31 per Position	Total
Chief Public Defender	1	\$ 107,636.64	\$ 8,234.20	\$ 26,543.20	\$ 32,779.66	\$ 31.00	\$ 175,224.70
Assistant Public Defender	4	\$ 267,799.52	\$ 20,486.66	\$ 66,039.36	\$ 81,555.67	\$ 124.00	\$ 436,005.21
<b>TOTAL:</b>	<b>5</b>	<b>\$ 375,436.16</b>	<b>\$ 28,720.87</b>	<b>\$ 92,582.56</b>	<b>\$ 114,335.33</b>	<b>\$ 155.00</b>	<b>\$ 611,229.91</b>

STATE FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.66% of salary	Health Insurance 30.454% of Salary	Unemployment \$31 per Position	Total
Administrative Staff	3	\$ 109,065.76	\$ 8,343.53	\$ 26,895.62	\$ 33,214.89	\$ 93.00	\$ 177,612.79
<b>TOTAL:</b>	<b>3</b>	<b>\$ 109,065.76</b>	<b>\$ 8,343.53</b>	<b>\$ 26,895.62</b>	<b>\$ 33,214.89</b>	<b>\$ 93.00</b>	<b>\$ 177,612.79</b>

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.66% of salary	Health Insurance 30.454% of Salary	Unemployment \$31 per Position	Total
Assistant Public Defender	7	\$ 306,955.53	\$ 23,482.10	\$ 75,695.23	\$ 93,480.24	\$ 124.00	\$ 499,737.10
<b>TOTAL:</b>	<b>7</b>	<b>\$ 306,955.53</b>	<b>\$ 23,482.10</b>	<b>\$ 75,695.23</b>	<b>\$ 93,480.24</b>	<b>\$ 124.00</b>	<b>\$ 499,737.10</b>

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.66% of salary	Health Insurance 30.454% of Salary	Unemployment \$31 per Position	Total
Administrative Staff	5	\$ 112,235.36	\$ 8,586.01	\$ 27,677.24	\$ 34,180.16	\$ 93.00	\$ 182,771.76
<b>TOTAL:</b>	<b>5</b>	<b>\$ 112,235.36</b>	<b>\$ 8,586.01</b>	<b>\$ 27,677.24</b>	<b>\$ 34,180.16</b>	<b>\$ 93.00</b>	<b>\$ 182,771.76</b>

COUNTY FUNDED - Office Expenditures			
		Annual	Monthly
Operational Expenditures	*		
Telephone Expense	*	\$ 3,000.00	\$ 250.00
Office Supplies	*	\$ 15,000.00	\$ 1,250.00
Postage	*	\$ 3,000.00	\$ 250.00
Repairs	*	\$ 1,620.00	\$ 135.00
Reference Books/Law Books	*	\$ 5,000.00	\$ 416.67
Transcripts	*	\$ 3,000.00	\$ 250.00
Office Furnishings	*	\$ 2,000.00	\$ 166.67
Office Equipment	*	\$ 4,000.00	\$ 333.33
File Cabinets	*	\$ 900.00	\$ 75.00
Subscriptions	*	\$ 1,000.00	\$ 83.33
Training/Professional Dues	*	\$ 4,600.00	\$ 383.33
Car Expenses	*	\$ 5,000.00	\$ 416.67
Building Expenditures	*		
Space Rental	*	\$ 28,200.00	\$ 2,350.00
Utilities	*	\$ 10,000.00	\$ 833.33
<b>TOTAL:</b>	<b>*</b>	<b>\$ 86,320.00</b>	<b>\$ 7,193.33</b>

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 611,229.91	\$ 499,737.10
Public Defender Administrative	*	\$ 177,612.79	\$ 182,771.76
5% Administrative Fee	*		\$ 34,125.44
Office Expenditures	*		\$ 86,320.00
5% Administrative Fee	*		\$ 4,316.00
<b>TOTAL:</b>	<b>*</b>	<b>\$ 788,842.71</b>	<b>\$ 807,270.30</b>

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly/Quarterly
Bacon	10.63%	\$ 76,321.55	\$ 19,080.39
Brantley	12.19%	\$ 87,357.72	\$ 21,839.43
Charlton	6.24%	\$ 44,717.98	\$ 11,179.50
Coffee	34.76%	\$ 249,102.08	\$ 20,758.51
Pierce	11.98%	\$ 85,852.79	\$ 21,463.20
Ware	24.18%	\$ 173,282.17	\$ 14,440.18
<b>CIRCUIT WIDE TOTAL:</b>	<b>100.00%</b>	<b>\$ 716,634.30</b>	<b>\$ 108,761.20</b>

BREAKDOWN BY COUNTY (Operating)			
		Annual	Monthly/Quarterly
Bacon	7.92%	\$ 7,178.37	\$ 1,794.59
Brantley	13.38%	\$ 12,127.10	\$ 3,031.77
Charlton	9.18%	\$ 8,320.38	\$ 2,080.10
Coffee	30.52%	\$ 27,662.11	\$ 2,305.18
Pierce	13.73%	\$ 12,444.32	\$ 3,111.08
Ware	25.27%	\$ 22,903.72	\$ 1,908.64
<b>CIRCUIT WIDE TOTAL:</b>	<b>100.00%</b>	<b>\$ 90,636.00</b>	<b>\$ 14,231.36</b>

BREAKDOWN BY COUNTY (Total)			
		Annual	Monthly/Quarterly
Bacon	*	\$ 83,499.92	\$ 20,874.98
Brantley	*	\$ 99,484.82	\$ 24,871.20
Charlton	*	\$ 53,038.37	\$ 13,259.59
Coffee	*	\$ 276,764.19	\$ 23,063.68
Pierce	*	\$ 98,297.11	\$ 24,574.28
Ware	*	\$ 196,185.89	\$ 16,348.82
<b>CIRCUIT WIDE TOTAL:</b>	<b>100.00%</b>	<b>\$ 807,270.30</b>	<b>\$ 122,992.55</b>

\*Highlighting denotes counties that pay on a quarterly basis

Commissioner David Lowman made a motion to approve the 2022 Georgia Indigent Defense Services Agreement and 2022 Budget as

presented. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

22. Discussion and request to approve re-appointment of Stephanie Bell to the Pierce County Health Department Board to a term beginning January 1, 2022 to December 31, 2025.

Commissioner Randy Dixon made a motion to re-appoint Stephanie Bell to the Pierce County Health Department Board for a term beginning January 1, 2022 and ending December 31, 2025. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

23. Discussion and request to approve re-appointment of Laci Gillis Tippins to the Pierce County Library Board to a term beginning January 1, 2022 to December 31, 2025.

Commissioner Randy Dixon made a motion to re-appoint Laci Gillis Tippins to the Pierce County Library Board for a term beginning January 1, 2022 and ending December 31, 2025. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

24. Discussion and request to approve re-appointment of Steven Paul to the Pierce County Industrial and Business Development Authority to a five-year term beginning January 1, 2022 and ending December 31, 2027.

Commissioner Randy Dixon made a motion to re-appoint Steven Paul to the Pierce County Industrial Development and Business Authority to a term beginning January 1, 2022 and ending December 31, 2027. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

25. Discussion and request to approve the job description for Chief Registrar as replacement for Elections Clerk and set pay range for the position at \$15.35 to \$17.17 per hour. During discussion Commissioner Randy Dixon

challenged the Board to have the pay study for all positions completed by the end of March 2022.

Commissioner Harold Rozier made a motion that this item be tabled until a complete pay study can be completed. Commissioner Mike Streat seconded the motion and all voted aye. Motion to table was approved.

26. Discussion and request to approve the job description for Supervisor of Elections and set a pay range for the position at \$18.04 to \$21.00 per hour.

Commissioner Harold Rozier made a motion to table this item until the pay study can be completed and presented to the Board in April 2022. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

27. Discussion and request to approve the job description for Human Resources Generalist and to set the salary range at \$33,280 to \$47,840 annually. Jason Rubenbauer County Manager stated that this position as presented is in line with the study he is working on and is necessary as it is a new position resulting from the resignation of the County Clerk.

Pierce County Board of Commissioners

JOB DESCRIPTION

Human Resources Generalist

Supervisor: County Manager

The purpose of this class within the organization is to execute human resources best practices and comply with all local, state and federal labor laws.

Duties and Responsibilities

The functions listed below are those that represent most of the time spent working in this class. Management may assign additional functions related to the type of work of the class as necessary.

- Ensure County Manager is informed of potential known problems and risks resulting in pro-active problem solving and de-escalation of issues.
- Serves as benefits administrator; explains employee benefit programs, eligibility requirements, provisions, policies and procedures; including FMLA, retirement, health insurance, etc.; and receives and processes benefit forms; organizes open enrollment; assists employees with any and all insurance issues. Works with Fringe Benefit providers to maintain current roster of enrollees by communicating new employee information, terminations, and

or benefit changes; review and process monthly payments to insurance carriers in a timely manner.

- Calculates all employees pay changes; merit increases, cost of living increases, probationary increase, promotional increases, longevity pay awards, and new hires rate of pay in accordance with Commission approved positions and pay scale; inputs all personal information for new hires in payroll and time keeping systems; inputs all employee changes into the payroll systems; changes include address changes, name changes, tax deduction changes, pay changes, deduction changes, employee terminations, and direct deposit.
- Performs administrative and record keeping tasks related to staffing changes, which may include resignation, terminations, and extended leave of absences.
- Manages and maintains all termination, non-vested, vested and retiree files.
- Receives and processes Worker's compensation cases; receives employee and supervisor statements, schedules doctors' appointments, completes first report of injury, authorization for medical treatment, and prescription forms; faxes all information to worker's compensation carrier; completes wage statements; discusses information with attorney's office, completes settlement information, etc.; keeps County Manager informed of cases resulting in lengthy loss time claims.
- Conducts or acquires background checks, driving records and employee eligibility verifications.
- Prepares paperwork for newly hired employees including I-9 forms, benefits enrollment forms, E-verify and GA new Hire reporting, etc.; conducts new employee orientation.
- Oversees all drug and alcohol testing requirements and compliance. This includes preparation for annual state and local audits.
- Administers the performance evaluation program; issues annual and probation evaluation forms; reviews for completeness; calculates performance ratings, calculates salary increase, as directed by the County Manager and Board of Commissioners and submits for approval.
- Prepares a variety of records, reports and correspondence as requested; prepares EEOC report, retirement report, audit schedules for worker's compensation, etc.; provides appropriate documentation, policy interpretations and explanations to managers and employees regarding human resources programs and services.
- Provides administrative support to the County Manager on an as needed basis; maintains calendar and appointments; schedules meetings and appointments; assists in the preparation of correspondence in accordance with standard policies and procedures; and makes necessary travel arrangements as requested. Processes routine and non-routine matters independently as directed.
- Assist with recruitment and selection activities to attract and retain qualified applicants for County position vacancies when needed; prepares and places and/or posts advertisements for County vacancies; prepares, provides and explains applications packets to applicants; receives, reviews and processes applications; schedules interviews; and prepares letters of conditional employment for applicable positions.
- Assists the County Manager with salary and benefit surveys, position evaluation and classification reviews; manages coordinating employee safety meetings and employee

relations functions such as Christmas Dinner, New Employee Orientation, and Awards Ceremony.

- Reviews, tracks, and documents compliance with mandatory and non-mandatory training, continuing education, and work assessments. This may include but is not limited to safety training, anti-harassment training, professional licensure, and aptitude exams and certifications, defensive driving, and active shooter training.
- Performs related work as assigned by the County Manager.

Minimum Education and Experience Requirements:

Requires an Associate's Degree in Business, Public Administration, Human Resources or closely related field; Requires two years of experience in human resources, payroll, and office administration or closely related experience; Required qualifications may be any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job.

Physical Demands:

The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching, or stooping. The employee frequently lifts light objects and requires a high degree of dexterity.

Commissioner David Lowman made a motion to approve the Human Resources Generalist job description as presented and to set a salary range for the position at \$33,280 to \$47,840. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

28. Discussion and request to appoint Jason Rubenbauer, County Manager as the County Clerk for 2022.

Commissioner David Lowman made a motion to appoint Jason Rubenbauer as the County Clerk with no additional compensation for the 2022 year. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

29. Discussion and request to approve the renewal of the County Manager's contract and reappointment for the 2022 year.

2022 EMPLOYMENT AGREEMENT - COUNTY MANAGER

This Agreement is made this 7th day of December, 2021 between Pierce County and Jason E. Rubenbauer.

### 1. Definitions

All italicized terms in this Agreement are defined below:

(a) Employer       Pierce County, Georgia, by and through its duly elected Board of Commissioners (also "County");

(b) Employee       Jason E. Rubenbauer

### 2. Employee's Duties, Obligations, and Responsibilities

Employee shall serve as the Manager of Pierce County, Georgia. Employee shall report to and be responsible to the Pierce County Board of Commissioners. Employee shall perform the professional services generally required of a County Manager, including but not limited to the following:

- (a) Overseeing the management and operation of all Pierce County Departments;
  - (b) Overseeing the financial affairs of Pierce County, and taking all necessary steps to improve Pierce County's financial situation;
  - (c) Providing professional leadership in the operations of Pierce County Departments;
  - (d) Promoting a healthy, professional and effective working relationship with all employees, Constitutional officers, and their employees;
  - (e) Presenting reports on the status of all Pierce County operations to each regularly scheduled meeting, and adequately responding to questions at such meetings;
  - (f) Managing the development activities of Pierce County, including preparation of new ordinances and negotiating and entering into appropriate agreements;
  - (g) Planning for future Pierce County programs and community needs;
  - (h) Participating in appropriate local government affairs;
  - (i) Strictly adhering to all Federal, State and County rules and regulations, and avoiding neglect, criminal offenses and unauthorized disclosures of business records and financial information;
  - (j) Engaging in appropriate activities to further Employee's professional education and development during the term of this agreement;
  - (k) Maintaining a pleasant, positive, polite, and responsive attitude and demeanor toward all employees, officers, elected officials, and citizens of the County; and
  - (l) Performing all other duties for the County normally performed by a county manager.
- Employee shall perform his services pursuant to this agreement under the direction of the Employer and in a professional, competent and workmanlike manner consistent with the state of the art at the time.

### 3. Term

The term of Employee's employment by Employer shall commence upon execution of this Agreement and end on December 31, 2022, and thereafter shall be renewable on an annual basis upon the agreement of the parties, from January 1 through December 31 of the following year. Employee serves at the will of Employer and may be terminated with or without cause by Employer at any time, subject only to section 5. Termination and Severance.

### 4. Compensation

For his services pursuant to this agreement, Employer shall compensate Employee as follows:

- (a) Salary. Employee will be paid an annual salary of \$79,070.40 payable on a bi-weekly basis in the gross amount of \$3,041.1692, before all payroll deductions. At the end of each

fiscal year (December 31), Employee's performance and salary will be reviewed and Employee's salary will be considered for adjustment based upon performance. In the event a county-wide, across-the-board pay adjustment is given to all employees during a fiscal year, Employee shall be entitled to that same adjustment.

(b) Medical Insurance. Employee will be offered medical insurance identical to that received by other County employees, except that Employee and his family shall be eligible to enroll in such coverage immediately upon hiring, rather than after a waiting period.

(c) Life Insurance. Employer will provide life insurance coverage for Employee in the same coverage amount as other County employees.

(d) Retirement Plan. Employer will provide a retirement plan for Employee identical to that offered to other County Employees. However, if allowable under the rules of the County's retirement plan, Employee's vesting period shall be 5 years (i.e. Employee shall be fully vested in the retirement plan after 5 years of employment).

(e) Vehicle Allowance. Employer will pay Employee \$250.00 per month to be used as a vehicle allowance. Employee will be expected to use his own vehicle during the course of his employment with Employer for travel within the County, and this vehicle allowance is intended to be the sole compensation to Employee for such use of his personal vehicle. Employee will be entitled to mileage reimbursement for use of his vehicle outside of the County for business on behalf of Employer in accordance with the County's travel policy. Employee is solely responsible for obtaining and maintaining all licenses, tags, and insurance on his vehicle.

(f) Other Benefits. Employee shall be entitled to participate in and receive benefits for which he shall be eligible under any Pierce County pension, retirement, group life, accident insurance, group disability insurance, medical reimbursement or insurance, sick leave, or holiday program, policy or plan maintained by Pierce County or the ACCG for County employees during Employee's employment.

(g) Paid Vacation and Personal Days. Employee shall be immediately vested with twelve (12) days paid vacation leave annually, and such vacation time is not subject to accrual, but is available immediately. Employee shall provide reasonable advance notice of any vacation time in excess of three days. Employee shall be entitled to sick leave according to the County Personnel Handbook. Other than the paid vacation leave that becomes immediately vested, Employee's twelve (12) days of annual paid vacation leave and sick leave shall accrue in the same manner as other employees pursuant to the County Personnel Handbook.

(h) Continuing Education and Professional Development. Employer shall pay all Employee's membership dues for GCCMA (Georgia City-County Management Association), which dues are currently \$125.00 per year; GCMA (Georgia County Managers Association), which dues are currently \$25.00 per year, and ICMA (International County Manager Association) due if applicable. Employer shall also pay all of Employee's reasonable costs for registration, travel, lodging, and food to attend training and conferences throughout the year. Employer shall also pay all of Employee's reasonable costs to satisfy any continuing education requirements.

## 5. Termination and Severance

(a) If Employee's employment is terminated by Employer without cause, and Employee is willing and able to perform his duties under the terms of this agreement, Employer shall pay Employee his salary for ninety (90) days from the date of termination without cause, plus

payment for all of Employee's accrued and unused leave time. This severance pay is Employee's sole remedy against Employer if he is terminated without cause and constitutes liquidated damages. Accrual of all leave shall cease effective immediately upon notification in writing by Employer that the Employee has been terminated.

(b) If Employee's employment is terminated with cause, he shall not be entitled to any severance pay, and the payment of any accrued leave shall be governed by the Pierce County Personnel Handbook, Leave Policy § 9. c. Cause for termination includes, but is not limited to, the following: breach of this Agreement, willful neglect of duty, dishonesty, alcoholism, drug abuse, incompetence, insubordination, the violation of any federal, state or local laws or ordinances, and conduct that reflects unfavorably upon Employer.

(c) If Employee is permanently disabled or is otherwise unable to perform his duties due to illness, injury, mental incapacity, or health for a period of one hundred eighty (180) calendar days, Employer may terminate this agreement and neither party shall have any further rights or obligations as to the other.

(i) The provisions of this section shall apply as long as Employee works for Employer, even if the Term of this Agreement has expired without the parties executing a renewal.

(j) In the event Employee elects to leave employment, Employee shall provide Employer at least 30 days advance notice.

#### 6. Outside Employment

While employed by Employer, Employee may not offer his services for outside employment (i.e. employment other than for Employer under this Agreement) without the explicit, prior, written permission of Employer.

#### 7. Miscellaneous

##### (a) Merger and Integration

This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. Unless otherwise specified herein, this Agreement supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

##### (b) Modification

Except as otherwise specifically provided, the terms and conditions of this Agreement may only be amended by mutual agreement of the parties, in writing, signed by both, and entered into the minutes of the Board of Commissioners during a public meeting.

##### (c) Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

##### (d) Binding Successors

This Agreement shall be binding upon each Party, its successors and assigns.

##### (e) Jurisdiction, Venue, and Choice of Law

This agreement shall be construed and enforced under and in accordance with the laws of the State of Georgia. Venue and jurisdiction for all disputes arising in any way out of this Agreement shall be in the Superior Court of Pierce County, Georgia, and both parties'



consent to jurisdiction and venue therein and waive any objections they may have, now or in the future, thereto.

(f) Notice

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Notice given under this Agreement is deemed to have been received within three (3) days of the postmark on the letter in which it is contained, and a photocopy of the envelope in which the notice was sent, or on the date shown on any e-mail delivery receipt and such receipt shall be deemed as sufficient proof thereof. Rejection or other refusal to accept or inability to deliver because of the changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder.

EMPLOYER

Pierce County

P.O. Box 679

312 Nichols Street

Blackshear, GA 31516

EMPLOYEE

Jason E. Rubenbauer

2818 Evergreen Road

Waycross, GA 31503

Copy to:

Franklin Rozier, County Attorney

240 MAIN STREET

Blackshear, GA 31516

(g) Duty to Cooperate

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement. The parties agree to discuss and negotiate in good faith to resolve any issues addressed in the modifications or amendments as proposed.

(h) Time of Essence

Time is and shall be of the essence of this agreement.

(i) No Waiver

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

(j) Construction

This agreement shall be construed without regard to who drafted the various provisions hereof. Each provision of this agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that

any rule of construction that a document is construed against the drafting party shall not be applicable to this agreement.

(k) Counterparts

This Agreement may be executed in several counterparts and in duplicate originals, each of which shall constitute an executed original, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this Agreement either by writing or by facsimile.

Employer

PIERCE COUNTY, GEORGIA, Acting by and through its Board of Commissioners

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Neal Bennett, Chair

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Harold Rozier, Commissioner

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Mike Streat, Commissioner

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Randy Dixon, Commissioner

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David Lowman, Commissioner

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Attest: Amy Hitt, County Clerk

[EMPLOYEE'S SIGNATURE ON FOLLOWING PAGE]

Employee:

Jason E. Rubenbauer

Sworn to and subscribed to before me  
this 7th day of December, 2021.

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Notary Public

My Commission Expires:

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Jason E. Rubenbauer

Commissioner Mike Streat made a motion to re-appoint Jason Rubenbauer as County Manager for 2022 and approve the County Manager Contract as presented. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

30. Discussion and request to reappoint Franklin Rozier as the County Attorney for the 2022 year.

Commissioner Mike Streat made a motion to appoint Franklin Rozier as the County Attorney for 2022. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

31. Discussion and request to approve the 2022 Budget and Position Control Resolution for the General Fund, Recreation Fund and E911 Fund.

**2022 General Fund Budget, E911 Budget and Recreation Fund Budget & Position Control  
Resolution**

**A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2022 FOR THE GENERAL FUND, E911 FUND AND RECREATION FUND OF PIERCE COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN EXHIBIT A AS EXPENDITURES, ADOPTING THE ANTICIPATED REVENUES AND THE APPROPRIATION OF FUNDS FOR PIERCE COUNTY, GEORGIA, FOR THE FISCAL YEAR 2022 BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022. PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.**

**WHEREAS**, the Board of Commissioners of Pierce County, Georgia did meet on December 7, 2021 to discuss and consider the general operating, E911 and recreation fund budgets for the fiscal year 2022. And,

**WHEREAS**, Georgia Code Section 36-81-3(d) (2) allows for the Board of Commissioners to appoint a county official to authorize budget transfers below the legal level of control. And,

**WHEREAS**, the legal level of control will be set at the Summary Line-Item Level for the 2022 Budget and the definition of summary line item will be the following major classifications within the budget; Personnel, Purchased/Contract Services, Capital Outlay, and Debt Service.

**NOW THEREFORE, BE IT RESOLVED** by the County Commissioners of Pierce County, by virtue of the authority vested in them by law, as follows:

**Section I.** The sums of money as summarized in Exhibit A attached hereto and made a part of this Resolution, shall be and are hereby adopted as the Operating Budget for the General Fund, E 911 Fund & Recreation Fund of Pierce County Fiscal Year 2022 (FY22), beginning January 1, 2022 and ending December 31, 2022.

**Section II.** The total appropriation of funds for all departments and agencies shall be

\$ 10,097,249.00 – General Fund

\$ 381,081.00 – E911 Fund

\$ 432,195.00 – Recreation Fund

as provided for in the attached budget.

A detail statement of this budget is attached hereto as Exhibit "A" and a position control count document is attached hereto as Exhibit "B" and is incorporated by reference.

**PIERCE COUNTY BOARD OF COMMISSIONERS**

**By: \_\_\_\_\_  
Neal Bennett, Chairman**

**Attest: \_\_\_\_\_  
Amy Hitt, County Clerk**

**2022 General Fund Proposed  
Department Budgets**

**EXHIBIT A**  
12/7/2021

REVENUE	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	BUDGET 2021	ACTUAL 06/30/2021	PROPOSED 2022
Fund Balance							\$ 207,575
Property & Other Taxes	\$ 7,407,698	\$ 7,814,275	\$ 8,503,933	\$ 9,155,900	\$ 8,789,000	\$ 8,058,592	\$ 8,987,994
Fees & Permits	\$ 125,534	\$ 157,772	\$ 171,170	\$ 143,460	\$ 139,045	\$ 116,698	\$ 133,550
Charges for Services	\$ 988,274	\$ 921,774	\$ 857,804	\$ 481,955	\$ 468,150	\$ 457,363	\$ 435,450
Fines and Forfeitures	\$ 207,571	\$ 177,732	\$ 189,443	\$ 149,704	\$ 184,100	\$ 132,758	\$ 169,280
Investment Income	\$ 9,675	\$ 9,890	\$ 29,577	\$ 4,548	\$ 10,500	\$ 7,317	\$ 11,000
Intergovernmental	\$ 94,803	\$ 261,742	\$ 209,619	\$ 1,014,818	\$ 147,900	\$ 291,443	\$ 59,900
Miscellaneous Revenue	\$ 212,664	\$ 144,249	\$ 103,099	\$ 106,524	\$ 101,000	\$ 66,469	\$ 92,500
Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 9,046,218	\$ 9,487,234	\$ 10,064,646	\$ 11,056,911	\$ 9,839,695	\$ 9,130,641	\$ 10,097,249
TOTAL EXPENDITURES	\$ 8,849,316	\$ 9,327,323	\$ 8,472,928	\$ 8,479,256	\$ 9,834,195	\$ 6,738,876	\$ 10,097,249

EXPENDITURES	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	BUDGET 2021	ACTUAL 06/30/2021	PROPOSED 2022
County Commissioners	\$ 70,544	\$ 69,178	\$ 63,893	\$ 63,050	\$ 75,929	\$ 47,490	\$ 72,843
Chairman	\$ 39,391	\$ 41,672	\$ 38,802	\$ 42,512	\$ 49,494	\$ 27,458	\$ 49,567
County Manager	\$ 118,356	\$ 93,119	\$ 96,997	\$ 93,692	\$ 102,046	\$ 75,804	\$ 106,528
County Clerk	\$ 69,829	\$ 68,080	\$ 66,337	\$ 68,739	\$ 69,270	\$ 51,409	\$ 5,675
Elections	\$ 94,192	\$ 149,320	\$ 93,849	\$ 162,339	\$ 103,843	\$ 82,810	\$ 143,870
Finance	\$ 172,615	\$ 174,595	\$ 182,556	\$ 187,923	\$ 159,881	\$ 115,573	\$ 145,523
Legal Counsel	\$ 42,500	\$ 29,895	\$ 18,009	\$ 11,876	\$ 18,965	\$ 12,368	\$ 20,781
Information Technology	\$ 54,175	\$ 64,029	\$ 47,736	\$ 34,038	\$ 40,750	\$ 32,569	\$ 47,000
Human Resources	\$ 61,997	\$ 37,220	\$ 22,927	\$ 766	\$ 525	\$ 424	\$ 61,715
Tax Commissioner	\$ 256,243	\$ 266,796	\$ 278,121	\$ 292,217	\$ 299,284	\$ 229,550	\$ 318,461
Tax Assessor	\$ 347,020	\$ 312,544	\$ 284,929	\$ 263,206	\$ 297,486	\$ 152,004	\$ 316,146
Risk Management	\$ 197,949	\$ 181,253	\$ 186,042	\$ 171,735	\$ 205,000	\$ 170,919	\$ 205,200
Planning & Codes	\$ 107,943	\$ 99,887	\$ 88,001	\$ 100,033	\$ 106,784	\$ 67,370	\$ 102,798
Administration TOTAL	\$ 1,632,755	\$ 1,587,587	\$ 1,468,200	\$ 1,492,125	\$ 1,529,257	\$ 1,065,745	\$ 1,596,108
Courthouse Bldg	\$ 61,035	\$ 183,556	\$ 82,648	\$ 100,007	\$ 87,750	\$ 73,659	\$ 86,500
Carter Ave	\$ -	\$ 10,007	\$ 5,852	\$ 22,310	\$ 6,150	\$ 1,800	\$ 14,900
Nichols St Bldg	\$ 147,236	\$ 104,808	\$ 111,539	\$ 111,195	\$ 252,065	\$ 134,464	\$ 173,008
Grady Street School	\$ 3,712	\$ 3,523	\$ 6,150	\$ 5,253	\$ 2,975	\$ 3,357	\$ 1,250
EMA Building	\$ 15,114	\$ 16,199	\$ 9,948	\$ 8,253	\$ 9,960	\$ 6,924	\$ 9,960
Health Dept Bldg	\$ 557	\$ 7,291	\$ 2,936	\$ 1,212	\$ 6,000	\$ 13,340	\$ 1,300
College Ave	\$ 81,256	\$ 88,143	\$ 108,870	\$ 138,784	\$ 96,460	\$ 70,443	\$ 96,610
Grady Street Headstart	\$ 1,331	\$ 696	\$ -	\$ -	\$ 750	\$ -	\$ 2,500
Hendry St	\$ 19,394	\$ 21,487	\$ 16,372	\$ 9,086	\$ 18,710	\$ 10,636	\$ 45,210
Strickland Ave (Archives)	\$ -	\$ -	\$ -	\$ -	\$ 5,500	\$ 227,449	\$ 4,240
Buildings TOTAL	\$ 329,636	\$ 435,711	\$ 344,314	\$ 396,101	\$ 480,820	\$ 314,622	\$ 435,478



EXPENDITURES	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	BUDGET 2021	ACTUAL 06/30/2021	PROPOSED 2022
Superior Court	\$ 62,642	\$ 87,374	\$ 82,604	\$ 67,911	\$ 84,731	\$ 68,515	\$ 93,521
Clerk of Court	\$ 299,166	\$ 310,762	\$ 295,692	\$ 302,927	\$ 321,587	\$ 248,375	\$ 330,055
Board of Equalization	\$ 2,718	\$ 3,758	\$ 1,530	\$ 2,180	\$ 4,630	\$ 1,082	\$ 4,680
State Court	\$ 93,135	\$ 85,634	\$ 98,745	\$ 81,928	\$ 94,168	\$ 65,002	\$ 96,669
Solicitor General	\$ 92,762	\$ 78,371	\$ 85,209	\$ 86,238	\$ 89,729	\$ 67,581	\$ 90,768
Magistrate Court	\$ 184,910	\$ 176,859	\$ 184,996	\$ 165,728	\$ 188,378	\$ 135,191	\$ 202,267
Probate Court	\$ 141,210	\$ 144,135	\$ 134,924	\$ 139,694	\$ 151,324	\$ 114,223	\$ 156,425
Juvenile Court	\$ 6,358	\$ 21,925	\$ 22,330	\$ 30,469	\$ 28,075	\$ 23,579	\$ 30,825
Court Services TOTAL	\$ 882,902	\$ 908,817	\$ 906,030	\$ 877,076	\$ 962,622	\$ 723,549	\$ 1,005,210

Sheriff Admin	\$ 310,971	\$ 335,311	\$ 319,415	\$ 329,867	\$ 311,449	\$ 262,724	\$ 324,784
Criminal Investigation	\$ 231,680	\$ 257,611	\$ 264,672	\$ 298,022	\$ 293,483	\$ 254,184	\$ 327,742
Deputies	\$ 744,405	\$ 806,116	\$ 716,886	\$ 811,418	\$ 819,618	\$ 695,580	\$ 873,531
Resource Officer	\$ -	\$ 20,842	\$ 43,742	\$ 45,683	\$ 49,666	\$ 18,913	\$ 55,168
Jail Operations	\$ 1,458,891	\$ 1,545,150	\$ 1,491,723	\$ 1,411,410	\$ 1,730,741	\$ 1,165,738	\$ 1,650,128
Work Detail	\$ 107,464	\$ 116,904	\$ 90,049	\$ 71,904	\$ 48,345	\$ 40,194	\$ 48,535
Court Services	\$ 23,685	\$ 21,093	\$ 19,550	\$ 13,088	\$ 39,660	\$ 8,193	\$ 29,815
Animal Control	\$ 22	\$ 22	\$ 22	\$ -	\$ 1,500	\$ -	\$ 500
Office of the Sheriff TOTAL	\$ 2,877,118	\$ 3,103,049	\$ 2,946,059	\$ 2,981,393	\$ 3,294,462	\$ 2,445,526	\$ 3,310,203
Fire	\$ 55,891	\$ 80,007	\$ 151,173	\$ 359,880	\$ 341,278	\$ 238,075	\$ 355,753
FMS	\$ 965,761	\$ 928,427	\$ 518,506	\$ 419,840	\$ 402,500	\$ 302,856	\$ 497,500
Coroner	\$ 30,638	\$ 30,655	\$ 31,206	\$ 39,154	\$ 39,513	\$ 24,146	\$ 36,859
EMA	\$ 62,253	\$ 67,306	\$ 26,977	\$ 11,091	\$ 20,425	\$ 8,178	\$ 20,425
Other - Public Safety TOTAL	\$ 1,114,544	\$ 1,106,395	\$ 727,951	\$ 829,965	\$ 803,716	\$ 573,254	\$ 910,537

EXPENDITURES	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	BUDGET 2021	ACTUAL 06/30/2021	PROPOSED 2022
Road Dept Admin	\$ 87,079	\$ 101,204	\$ 94,921	\$ 100,753	\$ 103,277	\$ 76,889	\$ 107,510
Road Unpaved Streets	\$ 637,251	\$ 689,709	\$ 651,552	\$ 620,499	\$ 1,016,403	\$ 646,847	\$ 1,049,194
Road Maintenance	\$ 104,011	\$ 227,746	\$ 199,378	\$ 185,312	\$ 297,800	\$ 164,157	\$ 265,000
Road Shop	\$ 50,691	\$ 15,918	\$ 8,635	\$ 8,484	\$ 17,900	\$ 6,638	\$ 16,550
Solid Waste Disposal	\$ 1,194	\$ 491	\$ 581	\$ 797	\$ 800	\$ 640	\$ 800
Post Closure Landfill	\$ 11,165	\$ 31,245	\$ 20,955	\$ 10,365	\$ 21,000	\$ 18,480	\$ 21,000
Road Department TOTAL	\$ 891,391	\$ 1,066,313	\$ 976,023	\$ 926,209	\$ 1,457,180	\$ 913,651	\$ 1,460,054
General Admin - RDC/ACCG/Dues	\$ 21,632	\$ 25,580	\$ 25,677	\$ 21,938	\$ 25,500	\$ 14,571	\$ 25,500
District Attorney	\$ 53,964	\$ 58,261	\$ 57,473	\$ 56,370	\$ 58,100	\$ 42,281	\$ 58,100
Public Defender	\$ 96,938	\$ 109,347	\$ 97,325	\$ 75,090	\$ 99,022	\$ 65,137	\$ 101,025
Health Dept Admin	\$ 94,179	\$ 94,179	\$ 93,554	\$ 94,179	\$ 94,179	\$ 70,009	\$ 94,179
DFACS	\$ 34,103	\$ 5,593	\$ -	\$ 2,554	\$ 31,122	\$ 2,089	\$ 31,500
Soil & Water Conservation	\$ 3,018	\$ -	\$ 45	\$ 9,611	\$ -	\$ -	\$ -
Forest Services	\$ 12,089	\$ 11,873	\$ 11,948	\$ 11,948	\$ 12,439	\$ 11,648	\$ 13,200
Mandated TOTAL	\$ 315,924	\$ 304,833	\$ 286,021	\$ 271,690	\$ 320,362	\$ 205,734	\$ 323,504



EXPENDITURES	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	BUDGET 2021	ACTUAL 06/30/2021	PROPOSED 2022
Seniors	\$ 46,316	\$ 48,276	\$ 50,946	\$ 49,200	\$ 58,164	\$ 36,123	\$ 48,164
Transit	\$ 106,800	\$ 204,995	\$ 172,964	\$ -	\$ 158,000	\$ -	\$ -
County Agent	\$ 90,444	\$ 88,599	\$ 104,892	\$ 91,769	\$ 117,920	\$ 40,785	\$ 115,333
Library Admin	\$ 75,988	\$ 77,000	\$ 76,054	\$ 76,886	\$ 77,000	\$ 56,368	\$ 77,000
Economic Dev. IDA/CHAMBER	\$ 117,000	\$ 120,000	\$ 143,160	\$ 143,160	\$ 168,000	\$ 126,000	\$ 175,000
Transfers out - 911 & Recreation	\$ 368,500	\$ 275,747	\$ 270,313	\$ 343,683	\$ 316,692	\$ 237,519	\$ 340,658
Other TOTAL	\$ 805,049	\$ 814,617	\$ 818,329	\$ 704,697	\$ 895,776	\$ 496,795	\$ 756,155
Contingency/Salary Adjustments	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ 300,000
TOTAL EXPENDITURES	\$ 8,849,316	\$ 9,327,323	\$ 8,472,928	\$ 8,479,256	\$ 9,834,195	\$ 6,738,876	\$ 10,097,249
<b>E911 Fund</b>							
Revenues	\$ 240,163	\$ 254,427	\$ 269,679	\$ 318,244	\$ 233,354	\$ 325,140	\$ 340,225
Operating Trans IN from Gen Fund	\$ 88,500	\$ 75,747	\$ 48,855	\$ 41,682	\$ 31,269	\$ -	\$ 40,006
TOTAL	\$ 328,663	\$ 330,174	\$ 316,534	\$ 359,936	\$ 264,623	\$ 325,140	\$ 380,231
Expenditures	\$ 332,475	\$ 337,373	\$ 316,534	\$ 356,089	\$ 266,659	\$ 366,982	\$ 361,081
<b>Recreation Fund</b>							
Revenues	\$ 125,620	\$ 116,996	\$ 147,800	\$ 70,902	\$ 92,750	\$ 124,010	\$ 129,205
Operating Trans IN from Gen Fund	\$ 280,000	\$ 200,000	\$ 200,000	\$ 279,074	\$ 247,104	\$ 206,250	\$ 300,562
TOTAL	\$ 405,620	\$ 316,996	\$ 347,800	\$ 349,976	\$ 339,854	\$ 330,260	\$ 429,767
Expenditures	\$ 356,101	\$ 351,594	\$ 323,291	\$ 269,610	\$ 339,854	\$ 249,282	\$ 432,195

Exhibit B Position Count							
Department	Full Time 2022	Part Time 2022	Paid-Elected 2022	Paid Unit Support - As Needed Employees 2022	Actual Position 12/7/2021	Over/Under Approved Count	Requested New Positions 2022
Commissioners/Chairman	0	0	4	0	4	0	0
Chairman	0	0	1	0	1	0	0
County Manager	1	0	0	0	1	0	0
County Clerk	1	0	0	0	1	0	0
Elections	2	0	0	5	7	0	0
Finance	1	0	0	0	1	0	0
County Attorney	0	1	0	0	1	0	0
Tax Commissioner	4	0	1	0	5	0	0
Tax Assessor	5	0	0	3	8	0	0
Maintenance	2	0	0	0	2	0	0
Superior Court	0	0	4	0	4	0	0
Clerk of Court	5	0	1	0	6	0	0
State Court	0	0	1	0	1	0	0
Solicitor General	1	0	1	0	2	0	0
Magistrate	2	1	1	0	4	0	0
Probate	2	0	1	0	3	0	0
Sheriff Admin	3	0	1	0	4	0	0
Criminal Investigations	5	2	0	0	6	-1	1
Deputies	13	5	0	0	13	-5	0
Jail Operations	24	0	0	0	22	-2	0
Work Detail	1	0	0	0	1	0	0
Resource	1	0	0	0	1	0	0
Baliffs	0	6	0	0	6	0	1
FIRE	1	0	0	56	49	-8	0
EMS	0	0	0	0	0	0	0
Coroner	0	1	1	0	1	-1	0
EMA	1	1	0	0	2	0	0
Road Admin	2	0	0	0	2	0	0
Road Unpaved	16	5	0	0	12	-9	4
Road Maint Shop	0	0	0	0	0	0	0
Recreation	4	2	0	13	10	-9	0
Soil Conservation	0	0	0	0	0	0	0
County Extention Service	0	4	0	0	4	0	0
Planning & Codes	2	0	0	5	7	0	0
E911	7	1	0	0	7	-1	1
TOTAL	106	29	17	82	198	-36	7

Commissioner Randy Dixon made a motion to approve the 2022 budget resolution and position control count as presented. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

32. Discussion regarding EMS services in Pierce County. Chairman Bennett stated that the last meeting the Board asked that we gather some additional information. We are responsible to the citizens of the County. There is no doubt that in 2019 when the decision was made to contract with Grady it was the right fiscal decision. There have been a number of things happen since then that were beyond our control or Grady's and things just haven't worked out as we had hoped. The Chairman asked that the Board consider a motion to bring EMS back in house under Pierce County Board of Commissioners and that immediately establish the following positions and pay ranges. 1 - EMS Director salary range of \$58,000.00 to \$ 65,000.00. 1 – Lead Paramedic with an hourly range of \$18.75 - \$22.25 per hour. 6 Full Time Paramedics and 3 Part Time Paramedics positions with pay range of \$17.75 – \$21.25 per hour. 6 Full Time EMT and 3 Part Time EMT positions with a pay range \$13.75 - \$17.25 per hour. This will add 20 positions to the position control count for 2022 and add the pay ranges to the pay scale. Commissioner Harold Rozier made note that the biggest issue that we had before was collections. Chairman Bennett stated we want Pierce County citizens to get the best care and this is the decision in our best interest. There is some funding already in the 2022 budget to offset this change and other needed funds would come from contingency and any capital purchases should be able to come from ARPA. It is anticipated that the transition would be complete March 31, 2022.

Commissioner David Lowman made a motion to bring EMS back in house under Pierce County and approve the positions and pay ranges as presented. Commissioner Mike Streat seconded the motion and a roll call vote was taken. Harold Rozier – yes. Mike Streat – yes. Randy Dixon – yes. David Lowman – yes. Neal Bennett – yes. Motion was approved.

33. Discussion and request to approve the purchase of a new F150 Super crew 4WD truck from Brannen Ford for \$35,300.00 for the EMS to be paid from ARPA.

Commissioner David Lowman made a motion to approve the purchase of a F150 Supercrew 4WD truck from Brannen Ford for \$35,300.00 for EMS to be paid from ARPA. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

34. Adjourn – Chairman Bennett asked if anyone else would like to speak and Steven Paul stated that he appreciates the opportunity to continue serving the IDBA. Karen Herndon stated that the Seniors need a bus to do some traveling.

Chairman Bennett adjourned the meeting at 7:08 PM

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Neal Bennett

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Harold Rozier

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Mike Streat

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Randy Dixon

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David Lowman